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Docket No. NC25779  
Client Matter No. NOKI02-25779

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of : Cristian Tabacutu  
Application No. : 09/870,039  
Filing Date : 30 May 2001  
Title : CONNECTOR APPARATUS, AND ASSOCIATED METHOD,  
FORMED OF MATERIAL EXHIBITING PHYSICAL MEMORY  
CHARACTERISTICS

Box  
Commissioner for Patents  
Washington, D.C. 20231

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**PETITION PURSUANT TO 37 C.F.R. 1.47(b)**

Petition is hereby made pursuant to 37 C.F.R. 1.47(b) to permit the Assignee, Nokia Corporation, to make application for patent of the above-identified patent application, on behalf of, and as agent for, the inventor, Cristian Tabacutu.

Enclosed herewith is an executed Declaration, executed by an authorized agent of the Assignee, together with a Declaration in Support of the Petition Under 37 C.F.R. 1.47(b).

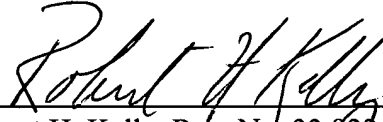
The Declaration sets forth facts showing that this action is necessary to preserve the rights of the Assignee, Nokia Corporation, and to prevent irreparable damage thereto.

The fee set forth in 37 C.F.R. 1.17(i) is further enclosed herewith, and the last known address of the inventor is further noted on the Declaration.

Grant of the instant Petition is accordingly requested.

Respectfully submitted,

NOVAKOV DAVIS & MUNCK, P.C.



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Robert H. Kelly, Reg. No. 33,922

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**DECLARATION IN SUPPORT OF PETITION UNDER 37 C.F.R. 1.47(b)**

I, Robert H. Kelly, Affiant herein, hereby state and declare as follows:

- 1) I am a registered patent attorney, Registration No. 33,922. I prepared the subject patent application.
- 2) The invention disclosed in the specification and recited in the claims of the subject patent application was invented by the named inventor of the subject patent application, Cristian Tabacutu.
- 3) Cristian Tabacutu was employed with the assignee, Nokia Corporation, when he invented the invention of the subject patent application.
- 4) The inventor, Cristian Tabacutu of the subject patent application was employed by the Nokia Corporation at least between the dates of December, 1998 through June, 2001. Prior to December, 1998, the inventor was employed by a predecessor company, Vienna Systems Corporation, a company that was acquired in its entirety in December, 1998, by the Nokia Corporation.

5) By agreement dated 9 September 1997, the inventor executed an Employment Agreement in which the inventor agreed to assign all rights to tangible and intangible property developed by the inventor to Vienna Systems Corporation. A copy of the Employment Agreement is attached hereto as Exhibit A.

6) Ownership of the tangible and intangible property passed to Nokia Corporation as part of the acquisition by the Nokia Corporation of Vienna Systems Corporation in December, 1998. A copy of a press release evidencing the acquisition of Vienna Systems Corporation is attached hereto as Exhibit B.

7) Enclosed with a letter dated 14 May 2001, I provided the Inventor with a draft of the subject patent application together with Declaration and Assignment documents for the Inventor's signature.

8) By phone call to me on or about 29 May 2000, the Inventor indicated his approval of the specification and the claims of the subject patent application. Executed Declaration and Assignment documents were not, however, returned to me.

9) I filed the subject patent application with the United States Patent and Trademark Office on 30 May 2001. The application was filed without an executed Declaration or Assignment document.

10) Enclosed with a letter dated 31 May 2000, I again provided the Inventor with the Declaration and Assignment documents.

11) Upon information and belief, on, or about, 14 June 2001, the Inventor terminated his employment with Nokia Corporation and left the North American continent.

12) By Notice dated 1 August 2001, I received confirmation of accordation by the United States Patent and Trademark Office of the filing date and application serial number of the subject patent application. The Notice further required submission of the inventor's declaration.

13) By additional correspondence of 5 October 2001, I attempted, by way of personnel of the Assignee, Nokia Corporation, to request the inventor to return executed Declaration and Assignment documents. I was informed that the inventor had terminated his employment with the Assignee company.

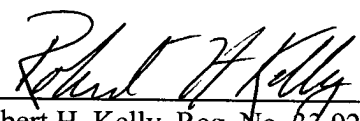
14) Upon information and belief, a representative, Karen McKay, of the Assignee corporation, attempted to contact the inventor, by telephone, e-mail, and letter at the inventor's last known address of 302-1021 Fourth Avenue, New Westminster, B.C. V3M 1T3, on or about 5 October 2001. But, the inventor did not respond or did not receive any of the correspondence.

Additional inquiries were made by my office at least on 24 October 2001, 1 November 2001, and 15 December 2001, regarding efforts to contact the inventor to obtain his signature on the inventor's Declaration document. No effort to contact the inventor was successful.

15) I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are also believed to be true. I am aware that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. §1001) and may jeopardize the validity of the application or any patent issuing thereon.

Date: 1 Feb 02

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Robert H. Kelly, Reg. No. 33,922



# **EMPLOYEE AGREEMENT AS TO CONFIDENTIALITY OF INFORMATION AND OWNERSHIP OF PROPRIETARY PROPERTY**

IN CONSIDERATION OF EMPLOYMENT WITH VIENNA SYSTEMS CORPORATION ("COMPANY") THE UNDERSIGNED ("EMPLOYEE") ACKNOWLEDGES AND AGREES THAT:

1. Employment with Company will give Employee access to proprietary and confidential information belonging to Company, its customers, its suppliers and others (which proprietary and confidential information is collectively referred to in this agreement as "Confidential Information"); and
2. Employee may in the course of employment with Company develop tangible and intangible property including without limitation, knowhow and techniques which form part of Company's confidential information, software, hardware, designs, documentation, and other material regardless of the form or media on which such is stored, some or all of which property may be protected by patents, copyrights, trade secrets, trade marks, industrial designs or mask works (which tangible and intangible property is collectively referred to in this agreement as "Proprietary Property").
3. Employee, both during and after employment with the Company, shall keep all Confidential Information confidential and shall not use any Proprietary Property or Confidential Information except in the course of carrying out authorized activities on behalf of the Company or except as expressly authorized by Company in writing.
4. Employee shall not make any unauthorized use of any trade secrets or proprietary property of a third party during the course of employment with Company.
5. All Proprietary Property which Employee may develop in the course of employment with Company, whether alone or jointly with others, shall be the exclusive property of Company and Employee shall have no rights in any such Proprietary Property. At the request and expense of Company, Employee agrees to do all acts necessary and sign all documentation necessary in order to assign all rights in Proprietary Property to Company and to enable Company to register patents, copyrights, trade marks, mask works, industrial designs and such other protections as Company deems advisable anywhere in the world.
6. If during the course of employment with the Company Employee develops any work which is protected by copyright, Employee hereby waives unconditionally any "moral rights" Employee may have in such work.
7. Employee, both during and after employment with the Company, shall not make any unauthorized use of the Company's computer systems, communications networks, databases or files. Employee shall adhere to all Company policies regarding the use of such computer systems communication networks, databases or files.
8. Employee shall not use unauthorized software on Company equipment during the course of employment with the Company.
9. Employee's employment with Company is and will continue to be subject to the terms and conditions of this agreement.

IN WITNESS WHEREOF EMPLOYEE has executed this Agreement this 9 day of Sept, 1997.

Witness

Employee Signature

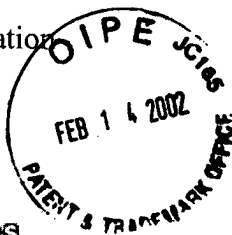
CRISTIAN TABACUTU

Employee Name (Please Print)

\_\_\_\_\_  
Employee Number



Press Releases



## Nokia Acquires Vienna Systems Corporation

*(December 18, 1998)*

Nokia announced today that it has signed a definitive agreement to acquire Vienna Systems, a privately held Internet Protocol (IP) telephony company, based in Kanata, Ontario, Canada, for a price of approximately USD 90 million.

A recognized leader in the global IP telephony market, Vienna Systems designs and manufactures hardware and software products for the distribution of voice, fax and video communication over IP networks including intranets and the public Internet. Vienna Systems' customers range from alternate telecommunications service providers to multisite medium and large enterprises. The company's products will continue to be available through existing distribution channels, including a collaborative sales and marketing relationship with Newbridge Networks.

Pekka Ala-Pietilä, Nokia's Executive Vice President and deputy to the Chief Executive Officer, said that while low-cost voice and fax services presently are key drivers in the IP telephony market, Nokia believes that IP telephony offers considerable growth potential for new applications to service providers.

"Nokia and Vienna Systems share similar visions of two rapidly developing trends - the ubiquitous use of IP as a universal communications platform and the increasing use of wireless networks for transmitting data, video and voice," said Mr. Ala-Pietilä. "Time to market is crucial to success in this business. Vienna's prominent position in IP telephony provides Nokia with additional technical expertise and access to leading customers in this rapidly developing market."

T. Kent Elliott, President and Chief Executive Officer of Vienna Systems, said that Nokia's strong brand identity and customer base will be a springboard for his company. "Nokia's global strength combined with our broad product line and intellectual capital makes a powerful combination," Mr Elliott said. "Together, we will move rapidly to deliver new leading-edge services to our customers."

Vienna Systems was founded in 1996 and currently employs 180 people, with research and development centers in Kanata; Richmond, British Columbia; and Ithaca, New York, and sales offices in the United States, Canada, Europe and Japan.

Nokia is the world's leading mobile phone supplier and a leading supplier of mobile and fixed telecom networks including related customer services. Nokia also supplies solutions and products for fixed and wireless datacom, as well as multimedia terminals and computer monitors. In 1997, net sales totaled FIM 52.6 billion (USD 9.8 billion). Headquartered in Finland, Nokia is listed on five European Stock Exchanges and on the New York Stock Exchange (NOK.A), has sales in 130 countries and employs more than 42,000 people world-wide.

### Contact information:

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EXHIBIT B